



FOR CLERK USE ONLY					
City Council , 2					
Item No.					

CITY COUNCIL AGENDA FACT SHEET

Commu	nity Development				September	07, 2010
	Department	-			Red	quested Date
1.	Request:	pproval		Information Only Presentation	/ 	
	Other (sp	ecify)		Hearing		
2.	Requested Action:		E:		B;	
	Release of agreem	of Calexico a	nd Region	al Concept I, LLC		cture improvements Corporation, for the
3.	Fiscal Impact: Revenue:	Increase Decrease		Source:		
	Cost:	Increase Decrease		Source: Amount:		
	De	oes Not Appl	У 📕		L	
4.	Reviewed By:					
	Finance Dept. on				Ву:	
	Comments:					
	City Attorney on Comments:		•		Ву:	
			In favor Dane	Ulan in Coop and Trule		
	Note: Back up must be submit	tea along with th	is jorm, Dead	line is 5:00 p.m., 2 Frid	uys before the sche	autea meeting date.
CLERK	JSE ONLY: CITY COUNCIL DATE:		····			
	Action Consent Hearing			Filing Presentation Other(specify)		
Ravia	wed by: City Clerk		٠	City Manager _	L	
VEALE	Date Date			Date Date		

CITY COUNCIL AGENDA REPORT

SUBJECT: RELEASE OF AGREEMENT FOR REIMBURSEMENT OF COSTS OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS BETWEEN THE CITY OF CALEXICO AND REGIONAL CONCEPT I FOR THE SUBDIVISION KNOWN AS LAS **HACIENDAS, UNIT 3**

AGENDA DATE: SEPTEMBER 7, 2010

PREPARED BY: Veronica Atondo, City Engineer V

APPROVED FOR AGENDA BY: Victor Carrillo, City Manager

RECOMMENDATION: Approve Resolution _____, Declaring the Agreement for Reimbursement of Costs of Off-Site Infrastructure Improvements to Be Null and Void and Amending Authority to Release Real Property Lien as to Units 1 to 29 of Las Haciendas, Unit 3.

FISCAL IMPACT:

BACKGROUND: The following proposal is to address a problem unnecessarily clouding title to the units in the Las Haciendas subdivision. The proposed resolution will remove the Reimbursement Agreement that the City had with the developer, which is no longer solvent. Removal of this agreement from the title should facilitate First Citizens Bank's (the current owner of the properties) ability to sell the properties to a new developer or to individual property owners who will complete the remaining improvements. The bank's ability to find a new developer or new owners is necessary to completing the remaining improvements. subdivision surety agreement which would require any new owner of the property to complete the outstanding improvements is the security which will remain on the property. The subject Reimbursement Agreement was specific to the previous developer and does not provide the City with a sufficient mechanism to obtain completion of the improvements.

This project was part of the Las Haciendas Subdivision Tentative Map that was approved in December 7, 1988. The project was partially developed, and it had been inactive for many years. The security for public improvements upon recording of the final map was to place a lien on the remainder property entitled "Real Property Lien and Contract for Improvements in Public Rights of Way" recorded in Imperial County Recorder Book 1670 Page 540-545 inclusive. Subdivision Surety Agreement for Unit 3 was executed on February 26, 1991 and recorded in Imperial County Recorder Book 1670 Page 546.

Prior City Council directed staff to proceed with the process of reversion in acreage, which would have reverted the remainder portions of land to a single parcel. Due to various interested parties wanting to proceed on this project, the process was never initiated.

In 2006, City Staff worked with and approved plans put forward by a new developer, Regional Concept I, LLC. Regional Concept I, LLC agreed to complete the subdivision in phases, with Phase I consisting of 29 units. By Resolution 06-86, the City Council agreed to release the Real Property Lien as to these 29 units only upon the posting of a valid letter of credit by the developer. The City also entered into an Agreement for Reimbursement of Costs of Off-Site Infrastructure Improvements between the City of Calexico and Regional Concept I, recorded with the Imperial County Recorder's Office as Document Number 2007-003102. The purpose of this agreement was a means for the developer to obtain reimbursement for off-site improvements benefiting all the properties by allowing the City to assess these properties pursuant to Government Code Section 66486 after completion of the improvements.

On January 11, 2007, the developer obtained a letter of credit from the Temecula Valley Bank. The developer then proceeded to complete many, but not all, of the improvements. The construction loan was provided by Temecula Valley Bank. The developer stopped work on Las Haciendas Unit 3, and most of the major off-site improvements were completed (except for the street lights) within Phase 1 of Unit 3 based upon the last inspection by staff. The developer also defaulted on the construction loan. First Citizens Bank, which had acquired Temecula Valley Bank in the interim, foreclosed on the construction loan on August 13, 2009.

First Citizens Bank has been unable to sell any of the 29 units in Phase 1 of Las Haciendas Unit 3. The bank's attorneys have contacted the City and wish to clear title of the Reimbursement Agreement so that it can find a new buyer to complete the improvements.

DISCUSSION: Clearing the title to these properties from irrelevant encumbrances is necessary for the properties to sell and for the remaining improvements to be completed. First Citizens Bank has reported that potential buyers have refused to proceed with sale negotiations upon discovery of the Reimbursement Agreement.

The Reimbursement Agreement provides the mechanism for the City to void the agreement. Pursuant to Section 4 of the Reimbursement Agreement, it was personal to the developer and not assignable. It was not to survive the dissolution of the developer. Also, pursuant to Section 9 of the Reimbursement Agreement, the City Council can deem the Reimbursement Agreement null and void for failure of the developer to complete the improvements. Regional Concept I, LLC did not complete all the improvements and has been foreclosed upon by its creditor, First Citizens Bank. The bank has encountered difficulties selling the completed residences in Phase 1 due to the Reimbursement Agreement. Accordingly, staff recommends that the City Council adopt Resolution ___, declaring the Reimbursement Agreement null and void. The Council should then direct the City Clerk to record the attached Release of Reimbursement Agreement.

First Citizens Bank has indicated that it will then inform potential buyers of the obligation to complete the improvements—which are still referenced in the Surety Agreement and Real Property Lien. These documents are enforceable against any owner or developer who purchases the properties from the bank, requiring them to complete the improvements.

Staff also recommends that the City Council amend the authority it granted the City Manager to release the Real Property Lien as to Lots 1 to 29. It is unclear as to the effectiveness of the 2007

Letter of Credit. The lien should remain in place until the improvements are completed or a valid alternative security is posted, such as a bond or letter of credit, by a new buyer.

Attachments:

- 1. Release of Agreement for Reimbursement of Costs of Off-Site Infrastructure
- 2. Improvements between the City of Calexico and Regional Concept I. Resolution _____.
- 3. Agreement for Reimbursement of Costs of Off-Site Infrastructure Improvements between the City of Calexico and Regional Concept I.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS DEED TO:

CITY OF CALEXICO

City Clerk City of Calexico 608 Heber Avenue Calexico, CA 92231

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF AGREEMENT FOR REIMBURSEMENT OF COSTS OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS BETWEEN THE CITY OF CALEXICO AND REGIONAL CONCEPT I

THIS RELEASE OF AGREEMENT FOR REIMBURSEMENT OF COSTS OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS BETWEEN THE CITY OF CALEXICO AND REGIONAL CONCEPT I ("Release") is executed this ______ day of _____, 2010, by the CITY OF CALEXICO, a Municipal Corporation, (the "City") based upon the following facts:

RECITALS

- A. On April 11, 1991, that certain "Real Property Lien and Contract for Improvements in Public Rights of Way," recorded as Document No. 91006438, Book 1670, pages 540 to 545 inclusive in the Official Records of Imperial County (the "Lien Contract"), and that certain "Subdivision Surety Agreement," recorded as Document No. 91006439, Book 1670, pages 546 through 549 inclusive in the Official Records of Imperial County (the "Surety Agreement") were recorded against certain real property known as Las Haciendas Subdivision Unit No. 3, attached hereto as Exhibit A (the "Real Property"), and certain other real property not the subject of this First Amendment to assure that the subdivider would construct necessary public improvements for future homes of said subdivision.
- **B.** Regional Concept I, LLC (the "Developer") subsequently acquired fee title ownership to the Real Property.
- C. The City and the Developer entered into that certain Agreement for Reimbursement of Costs of Off-Site Infrastructure Improvements Between the City of Calexico and Regional Concept I (the "Reimbursement Agreement") which Agreement was recorded against the Real Property in the Official Records of Imperial County (the "Official Records") on January 25, 2007, as Document Number 2007-003102.

- **D.** Temecula Valley Bank (the "Lender") lent funds to the Developer pursuant to a Promissory Note dated January 1, 2007 (the "Note"), secured by a Construction Deed of Trust which was recorded in the Official Records as Document Number 2007-003103 on January 25, 2007 (the "Construction Deed of Trust"), as and for development of the Real Property as Las Haciendas Subdivision Unit No. 3.
- E. The Lender was closed on July 17, 2009, by the California Department of Financial Institutions, and the Federal Deposit Insurance Corporation ("FDIC") was named Receiver.
- **F.** The FDIC immediately thereafter entered into an agreement with FCB as a successor-in-interest to the Lender to assume certain assets and liabilities of the Lender including the Note and Construction Deed of Trust with Developer.
- G. The Developer failed to make payments when due pursuant to the Promissory Note and Construction Deed of Trust and on August 13, 2009, FCB foreclosed upon the Promissory Note and Construction Deed of Trust, thereby taking fee title to the Real Property.
- **H.** By Resolution No. _____, the City Council of the City of Calexico has found the Reimbursement Agreement to be null and void for failure of performance by the Developer.

FULL RELEASE

NOW THEREFORE, THE CITY HEREBY fully and completely releases the Reimbursement Agreement as an encumbrance on the Real Property.

CITY OF CALEXICO, a municipal corporation of the State of California

Ву:		
Name:	-	
Title:		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)	
County of		
0.5	hafara ma	
[Date]	before file,	[Name of Notary Public]
Notary Public, personally appear	ared.	
Trotal Tuolie, personally appear		[Name(s) of signer(s)]
within instrument and acknow	wledged to me that her/their signatures(s)	ce to be the person(s) whose name(s) is/are subscribed to the he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF true and correct.	PERJURY under the la	aws of the State of California that the foregoing paragraph is
WITNESS my hand and officia	l seal.	
Signature of Notary P	ublic	

EXHIBIT "A"

The Real Property

LOTS 1 THROUGH 10, INCLUSIVE, IN BLOCK 4; LOTS 5 THROUGH 15, INCLUSIVE, IN BLOCK 5; AND LOTS 29 THROUGH 36, INCLUSIVE, IN BLOCK 6.

LAS HACIENDAS SUBDIVISION UNIT NO. 3, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 15, PAGES 91-93 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, DECLARING THE AGREEMENT FOR REIMBURSEMENT OF COSTS OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS TO BE NULL AND VOID AND AMENDING AUTHORITY TO RELEASE REAL PROPERTY LIEN AS TO UNITS 1 TO 29 OF LAS HACIENDAS, UNIT 3

WHEREAS, the City Council authorized a release of the Real Property Lien as to Units 1 to 29 of the Las Haciendas subdivision, Unit 3, by Resolution No. 06-86;

WHEREAS, the City of Calexico entered into an Agreement for Reimbursement of Costs of Off-Site Infrastructure Improvements between the City of Calexico and Regional Concept I, recorded with the Imperial County Recorder's Office as Document Number 2007-003102;

WHEREAS, Regional Concept I did not complete the improvements to Las Haciendas, Unit 3; and,

WHEREAS, First Citizens Bank has foreclosed upon the construction loan and acquired title to the properties in Las Haciendas Unit 3, and now seeks a buyer to complete the improvements;

NOW, THEREFORE, the City Council of the City of Calexico does hereby (1) declare the Reimbursement of Costs of Off-Site Infrastructure Improvements between the City of Calexico and Regional Concept I as null and void; (2) authorize the City Clerk to file a Release of the Reimbursement of Costs of Off-Site Infrastructure Improvements between the City of Calexico and Regional Concept I with the County Recorder's Office; and (3) direct the City Manager, or his representative the Director of Development Services, to only release the Real Property Lien as to Units 1 to 29 upon the posting of an acceptable alternate form of security under the Subdivision Surety Agreement or upon completion of the improvements.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calexico at its regular meeting held on the 7th day of September, 2010, by the following roll call vote:

AYES: NOES: ABSENT:	
ATTEST:	JOHN MORENO, MAYOR
LOURDES CORDOVA	

copy of R California,	erk of the City of esolution No. 10 Declaring the A	0- A Reso Agreement for	olution of the Ci Reimbursement	ty Council of the of Costs of Off	e City of Cal -Site Infrastr
	ents to Be Null ar 29 of Las Haciend		ending Authority	to Kelease Real	Property Lier

- THE CONTRACTOR OF THE CONTRA	REPUESTED BY
A CAN CANCELINA	VIN A STEERED IN
CHECAGO T	ITLE COMPANY

Recording Requested by:

CITY OF CALEXICO

When Recorded Mail to:

CITY CLERK CITY OF CALEXICO 608 HEBER AVENUE CALEXICO, CA 92231

Recorded in Offici	lai Records, Imperial County
Dalarco	Provencia

County Clerk / Recorder

CT Chicago Title

Doc#: 2007 - 003102



Titles: " 1	Pages: 35
Feet	0.00
Texes	0.00

1/25/2007

4:30 PM

(This space for Recorder's Use)

Other

AGREEMENT FOR REIMBURSEMENT OF COSTS OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS BETWEEN THE CITY OF CALEXICO AND REGIONAL CONCEPT I

THIS AGREEMENT FOR REIMBURSEMENT OF COST OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS ("Agreement") is entered into this 19th day of December, 2006, by and between REGIONAL CONCEPT I, LLC, a California Corporation, ("Developer") and the CITY OF CALEXICO, a Municipal Corporation, ("City"), based upon the following facts:

RECITALS

WHEREAS, Developer desires to develop a portion of the prior subdivided land located in the City of Calexico, herein referred to as the "Las Haciendas Unit 3, Phase 1" (hereinafter "Development") for a total of 29 residential lots as depicted on Exhibit A and Final Map recorded in Imperial County Final Map Pages FM 15-93, located east of Rainbow Park Subdivision, between the All American Canal and Villa Grande Street on the east-west direction and between Kloke Road and M. Kneckel Avenue on the north-south direction; and

WHEREAS, as part of the Las Haciendas project approval and pursuant to Government Code section 66485 et seq. and Calexico Municipal Code Chapter 3.32, the City has required offsite Improvements to be constructed by Developer; and

WHEREAS, on June 27, 2006, the City Council authorized the release of liens on the 29 residential lots and substituted those lots with an Irrevocable Letter of Credit to secure the public improvements; and

WHEREAS, the remaining 33 lots on this Development shall continue to be in effect as recorded in Document No. 91006438, Book 1670, pages 540 to 545 inclusive and the original conditions of approval for the subject Development, as identified in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the parties agree to enter into this Agreement to ensure that the Improvements be completed within one year of the execution of this Agreement.

NOW THEREFORE, in consideration of the promises and the covenants and agreement herein contained, the parties hereto agree as follows:

Section 1. Authority

City is authorized by its general police powers and by statutory and case law to require Developer to install certain off-site improvements (the "Improvements"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, as a condition of the Las Haciendas Tentative Map approved by City Council on December 7, 1988. The Improvements are necessary because the project needs the utilities and the street access as an integral system. At this time, Developer agrees to construct the Improvements listed in Exhibit "B" and the owners of the benefited properties (Linda Plaza Commercial Parcel, the Sam Jack Apartment Parcel, and the remaining 33 residential lots designated as Phase 2 of the Las Haciendas Unit 3) will not be required to pay for any portion of the Improvements. City is required under Government Code section 66486 to enter into a reimbursement agreement to provide a method for partial reimbursement for the costs of the Improvements from such non-participating owners. City shall have no payment or reimbursement obligation to Developer for the costs of the Improvements, other than as specifically provided herein. It is not the intent of the parties that this Agreement modify or change any agreements, requirements or obligations concerning the project conditions of approval that are not specifically mentioned herein.

Section 2. Reimbursement Method

Pursuant to Government Code section 66487, the City is authorized to assess in future property developments receiving benefit from these Improvements to collect the fair share amount from these future developments and make reimbursement to the Developer. The City will reimburse Developer for the costs of constructing these Improvements by levying a charge, including interest, on the benefited property owners (Linda Plaza Commercial Parcel, the Sam Jack Apartment Parcel, and the remaining 33 residential lots designated as Phase 2 of the Las Haciendas Unit 3). After the City has levied the charges and has been paid by the benefited property owners, the City will then reimburse Developer for the costs of constructing the improvements that are attributable to the other benefited property owners (Linda Plaza Commercial Parcel, the Sam Jack Apartment Parcel, and the remaining 33 residential lots designated as Phase 2 of the Las Haciendas Unit 3), including interest. The City will remit this payment to Developer within thirty (30) days of receiving the full payment from the benefited property owners.

Section 3. Term

The term of this Agreement and all obligations created hereby, shall be for fifteen (15) years from the date of this Agreement. Upon expiration of said term, Developer shall be entitled to no further reimbursement pursuant to the terms hereof.

Section 4. Rights

The rights and benefits created under this Agreement shall be personal to Developer and shall not run with the land, be assignable by Developer, or survive the dissolution of Developer.

Section 5. Permits, Licenses

Developer shall, at his expense, obtain all necessary permits and licenses for the construction of such Improvements, give all necessary notices, and pay all fees and taxes required by law. Prior to receiving water and sewer services from the City, Developer shall deposit fifty percent (50%) of all annexation and development impact fees in force at the time of receiving services. Developer further agrees to pay remaining development impact fees and annexation fees prior to receiving a Certificate of Occupancy from the City.

Developer and its contractor or subcontractors shall not commence construction of the Improvement until Developer has received written authorization from City to proceed. Written authorization shall be in the form of signed approved plans along with permit issuance. All work performed on the Improvements shall be done in strict compliance with the City approved plans, specifications and the contract documents and in a good and workmanlike manner. All work performed by Developer, its contractor or agents to construct the Improvements shall be subject to inspection by City. All fees and costs to construct the Improvements shall be borne solely by Developer, subject to reimbursement as provided herein. Inspection by City or its employees or agents shall not relieve Developer of its liability for design defects or improper or inadequate workmanship.

Section 6. Inspection by City

The City shall have the right at all times to inspect the construction of the Improvements to confirm compliance with City plans and specifications. Developer shall insure that all work performed on the Improvements is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of City, as these rules and regulations may be modified or changed from time to time.

Section 7. Hold Harmless

Developer hereby agrees to indemnify and hold harmless City from any liability whatsoever, based upon any legal theory whatsoever, for any loss or damage, direct or consequential, to Developer resulting from the failure of City to collect all or any part of any benefit charge collectible under this Agreement or resulting form the failure of City to pay Developer in a timely manner.

Developer further agrees to indemnify the City and hold it free, safe, and harmless of, from and against any and all liability for the death of, or injury to, any person and for the loss of or damage to, any property which may arise by reason of the acts done or omitted to be done in the course of installation of the public improvements, by or on behalf of the Developer or which may result from such installation and/or prior to the City's acceptance and dedication, and the

Developer further agrees to reimburse the City upon demand for all costs and expenses, including attorney's fees, which the City may incur in resisting any claim which may be made against the City for any such injury or damage to any person or property.

Section 8. Recordation

City shall record this Agreement after full execution hereof. If for any reason this Agreement is not recorded, Developer holds City harmless from any loss or damage arising therefrom.

Section 9. Voidability

In the event Developer fails or refuses to complete the Improvements listed in Exhibit "A" to the satisfaction of City in its sole discretion, this Agreement shall be unilaterally voidable by adoption of a Resolution of the City Council declaring this Agreement null and void for failure of performance by Developer.

Section 10. Governing Law and Venue.

The laws of the State of California shall govern this Agreement. Jurisdiction and venue for any litigation concerning this Agreement shall be the County of Imperial, State of California.

Section 11. Severability

If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The parties agree that they would have entered into this Agreement and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have approved the same even though any parts, sections, subsections, sentences, clauses, or phrases that may be held invalid had been omitted therefrom.

Section 12. Authority to Enter Agreement

Developer represents to the City that they have the ability to enter into this Agreement and there are no lenders, partners, joint ventures or other third parties whose approval or approvals must be obtained before Developer can enter into this Agreement.

Section 13. Miscellaneous Terms.

- A. This Agreement shall not be effective until such time as it has been approved by Calexico City Council and has been executed by the Mayor.
- B. So long as authorized by applicable laws to do so, the Parties hereto will perform such other acts, and execute, acknowledge and deliver all further documents, conveyances and other instruments that may be necessary to effectuate fully the provisions of this Agreement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ALTFORNIA	
County of SAN DIEGO	·
On 1/12/2007 before r	TIE, JOSH GUFFEY, NOTARY PUBLIC,
personally appeared	ACKSON NAME(S) OF SIGNER(S)
OFFICIAL SEAL JOSH GUFFEY NOTARY PUBLIC OALIFORNIA E COMM. NO. 1484385 SAN DIEGO COUNTY MY COMM. EXP. MAY 13, 2008	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ids), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	
TITLE(S)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERAL	
ATTORNEY-IN-FACT	NUMBER OF PAGES
☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER:	
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	CONTROL OTHER THAN MAKED ABOVE
	SIGNER(S) OTHER THAN NAMED ABOVE

- C. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original as if all the parties to the aggregate counterparts had signed the same instrument.
- D. The requirement to construct the Improvements as listed in Exhibit "A" shall be binding upon the respective successors of the land being subdivided as the Las Haciendas Subdivision.
- E. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by all of the Parties to this Agreement.

IN	WITNESS	WHEREOF,	the	parties	hereto	have	affixed	their	signature	as	of	the	date
	e written.)			

CITY OF CALEXICO

By: Kalph Vele

Name: RALPH VELEZ

Title: CITY MANAGER

REGIONAL CONCEPT I,

Name Property

Title: CHEF BUELLITUE OFFICER

ATTEST

City Clerk

5

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
County of Imperia	ss.
•	
On Jan. 19, 2007, before me,	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
paranally appared (2)	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Name(s) of Signer(s)
	Spersonally known to me
,	
,	□ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
	to the within instrument and acknowledged to me that
LILIANA FALOMIR Commission # 1616770	he/she/they executed the same in his/her/their
Notary Public - California	authorized capacity(ies), and that by his/her/their
Imperior County	signature(s) on the instrument the person(s), or the
My Comm. Expline Oct 29, 2009	entity upon behalf of which the person(s) acted, executed the instrument.
	CACCULED THE HISTORIER.
	WITNESS my hand and official seal.
Płace Notary Seal Above	thelongin
Tidos Notally Coal Above	Signature of Notary Public
OPT	HONAL -
Though the information below is not required by law, i	it may prove valuable to persons relying on the document reattachment of this form to another document.
,	eattachment of this form to another document.
Description of Attached Document Title or Type of Document:	
This of Type of Bookington	
Document Date:	Number of Pages:
Olegania Otto Thomas Norman Astronomy	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General RIGHT THUMBPRINT OF SIGNER	☐ Partner — ☐ Limited ☐ General RIGHT THUMSPRINT OF SIGNER
☐ Attorney in Fact ☐ Trustee	☐ Attorney in Fact ☐ Trustee ☐ Trustee ☐ ☐ OF SIGNER ☐ Top of thumb here
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	Other:
Ciana la Danasantina	
Signer Is Representing:	Signer Is Representing:
,	
	•

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of Importal On Jan. 19, 2007, before me, personally appeared Lourde	ss. Lilliana Falomir, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public") S COMO U CL 2 Name(s) of Signer(s)
ERLIANA FALOMIR Commission # 1616770 Notary Public - California Imperial County My Comm. Expires Oct 29, 2001	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Place Notary Seal Above OPT	WITNESS my hand and official seal. Signature of Notary Public
nough the information below is not required by law, is and could prevent fraudulent removal and representation of Attached Document Title or Type of Document:	t may prove valuable to persons relying on the document eattachment of this form to another document.
Document Date:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

JOB 10. 40202 GHBET BIP B

LYOH EHUINEEPEL INC.

Exhibit A-

Legal Description

RETENTION AREA LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 11 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 10 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 1 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 5 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 9 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 7 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 6 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 5 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 10 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO 10 LOT 12 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 9 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 2 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 13 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 8 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 3 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 14 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 7 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 4 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 15 BLK 5 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 6 BLK 4 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 29 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 30 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 31 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 32 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 33 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 34 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 35 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO LOT 36 BLK 6 LAS HACIENDAS SUB UNIT NO 3 CITY OF CALEXICO

Exhibit A 3/2

Las Haciendas Unit 3, Phase 1 Construction Cost Estimate Summary 01-10-07 Revised

1. On-Site Improvement Cost Estimate as approved with developer's furnished estimate of remaining construction work.

\$ 520,812.00

2. Retention Basin Improvement Cost Estimate
This cost is to be shared by four project's at 25% each.
(See cost estimate attached). Developer shall furnish actual cost to City per Reimbursement upon completion based on Section 2 of Agreement.

\$ 68,895.00

A letter of credit for \$ 520,812.00 plus \$ 68,895.00 for a total of \$ 589,707.00 shall be submitted as the Conditions of Lien Release.

Las Palmas Landscaping & Nursery

P.O. Box 3453 El Centro, CA 92244

Phone: (760) 353-1220 Fax: (760) 353-1212

PROPOSAL

December 29, 2006

We hereby propose to furnish material and labor as per specifications for the following: Las Haciendas subdivision retention Basin Park.

- > Irrigation: As per specifications and per plan. Total 14 valves, Electricity to be provided by owner.
- > Landscape: 23 total 15 gal. Indian Laurels, to be double staked as per plan and detail. Lawn is to be common Bermuda Hydroseed application.
- > Maintenance: 90 Days

Total Price for material and labor......\$68,895.00

Acceptance of proposal

Exhibit B

(2/2) ΟŽ 12/2 (2) CASITAS SUBDIVISION- EXISTING 60 72 (852) Α. (385A) (5) 12 (2)E

10B #00300

CALIFORNIA LICENSE

Exhibi 1839a

IRRIGATION PLAN

LAS HACIENESS SUBDIVISION RETENDON

RRIGATION DETAILS'E-IRRIGATION NOTES E-2

IRRIGATION PLAN E-1

SCALE = 1 inch =26 ft.

LANDCAPING PLAN E-A

Landscaping
Consulting
Designing
Installation

Man line - 2 inch sch 40 - size as noted on plan

(T) 2 inch electric valve/ Ininol 217-B model angle fype

(X) 1% inch electric valve/ Initral 216-B model suggle typ

Hanner FGP ADJ.ROTOR 25/35 ft. quest w/ noz.#6 = 2.4gm Latteral line PVC CL.200 - size meted on plan

Bonder PGP ADIROTOR 25/35 ft. half w/ noz.#6 -- 2.4gpm

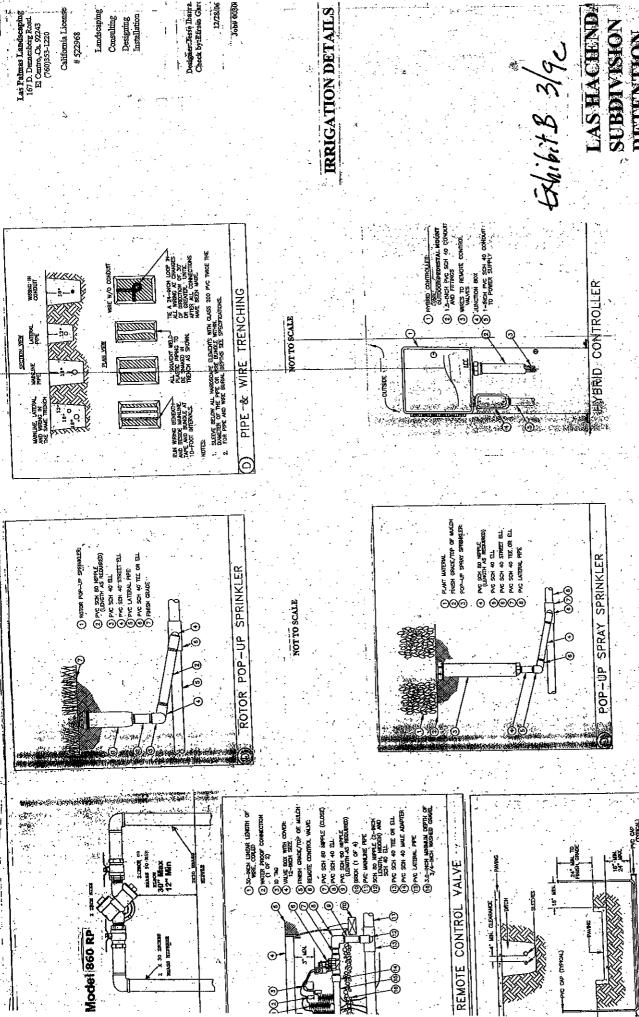
Bunter PGP ADJ.ROTOR 25/35 ft. fall w/ noz.#9 = 4.9gm

Job #: 00300

IRRIGATION NOTES E-2

Exhibit $B_{3/9}$ LAS HACIENDAS SUBDIVISION RETENTION

7-3

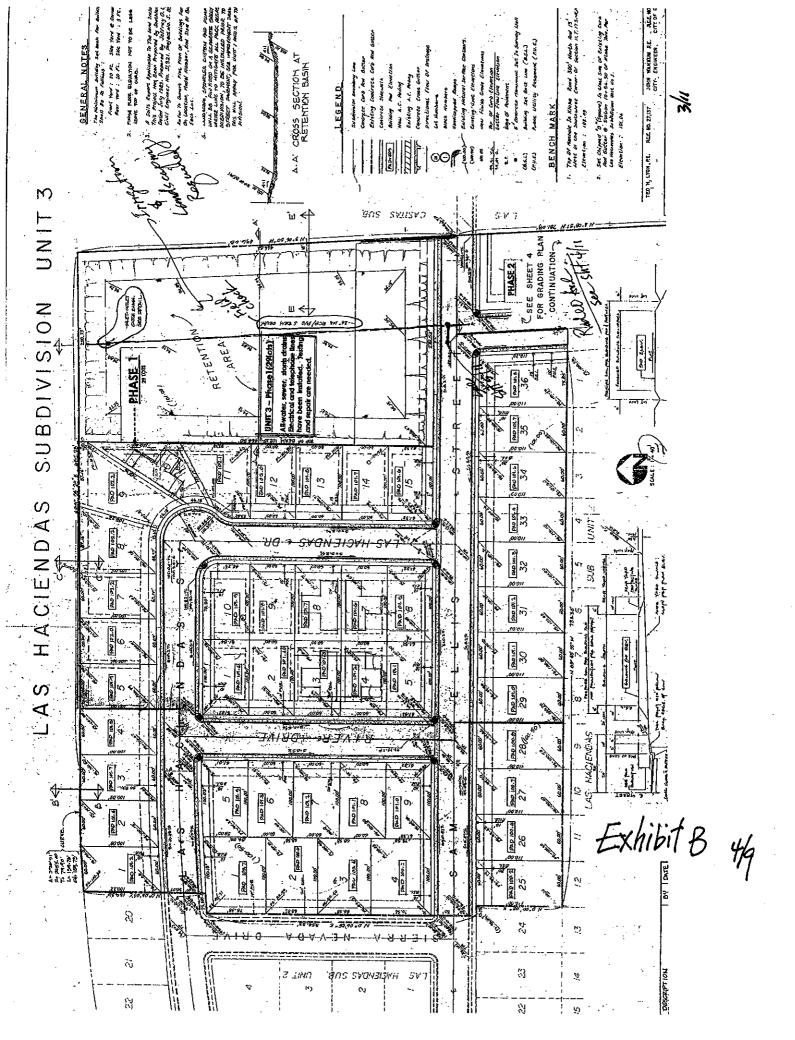


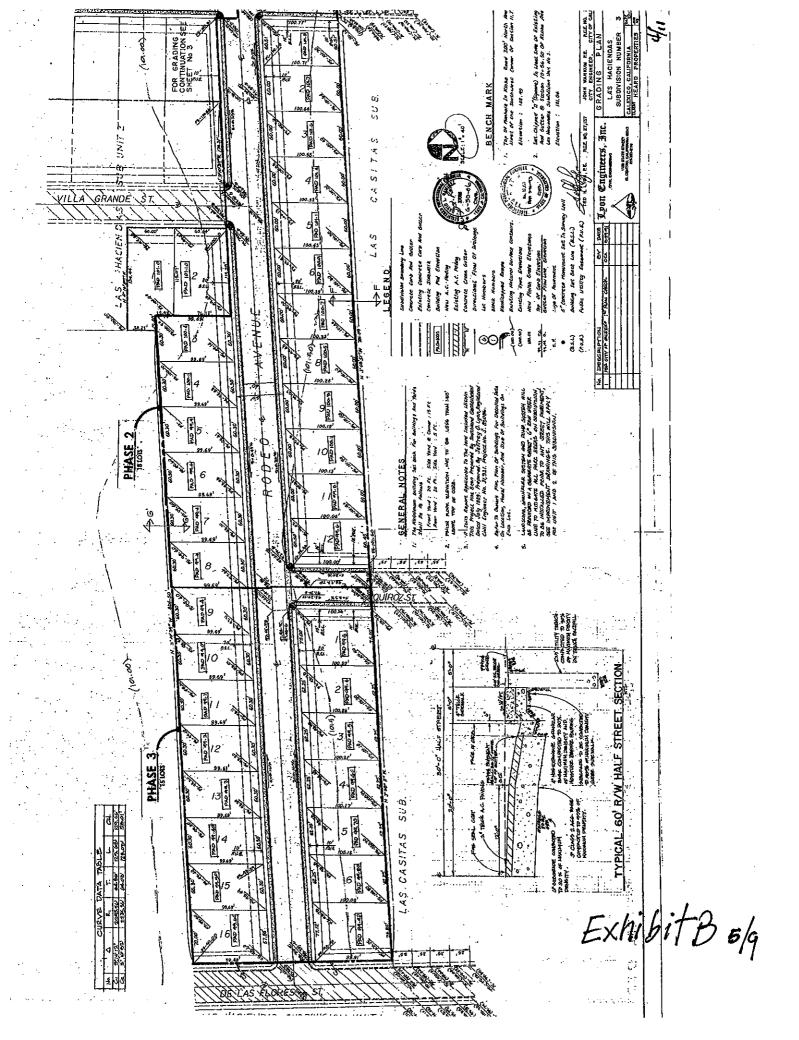
LAS HACEEND SUBDIVISION RETENTION

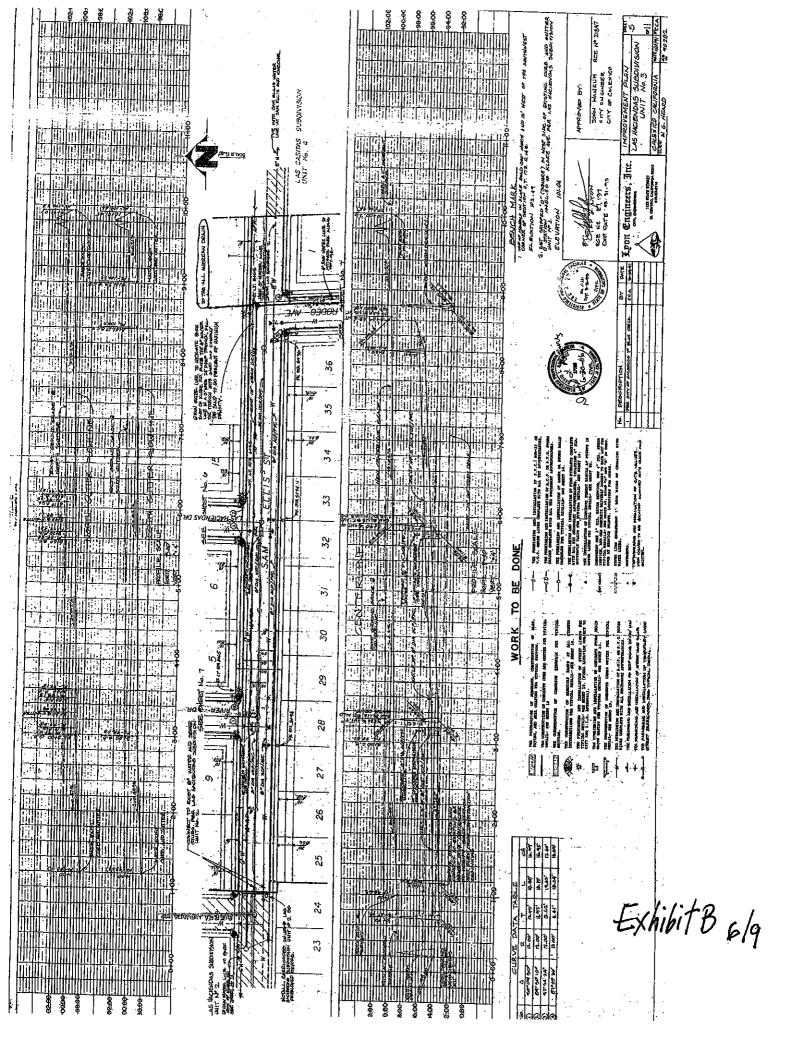
Landset Desig $e - \varphi$ LAS HACIEN
SUBDIVISION Exhibit B3/9d) Plant Material Legend LAS HACIENDAS EXISTING PHASE CASITAS SUBDIVISION. EXISTING

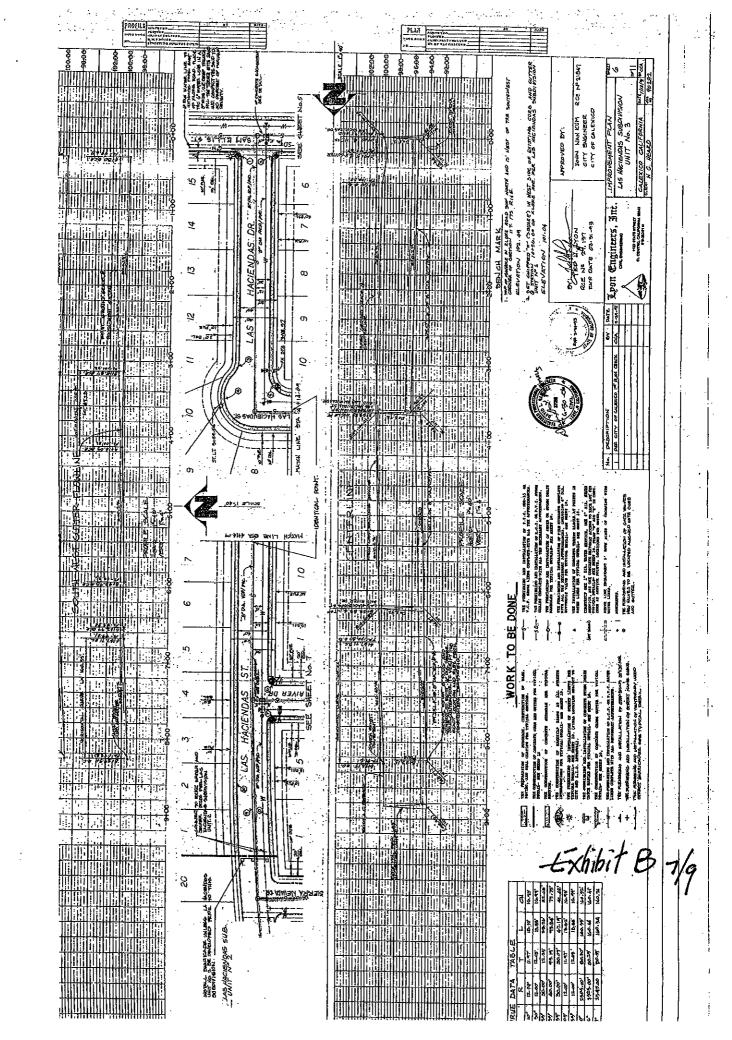
RETENTION BASIN PARK

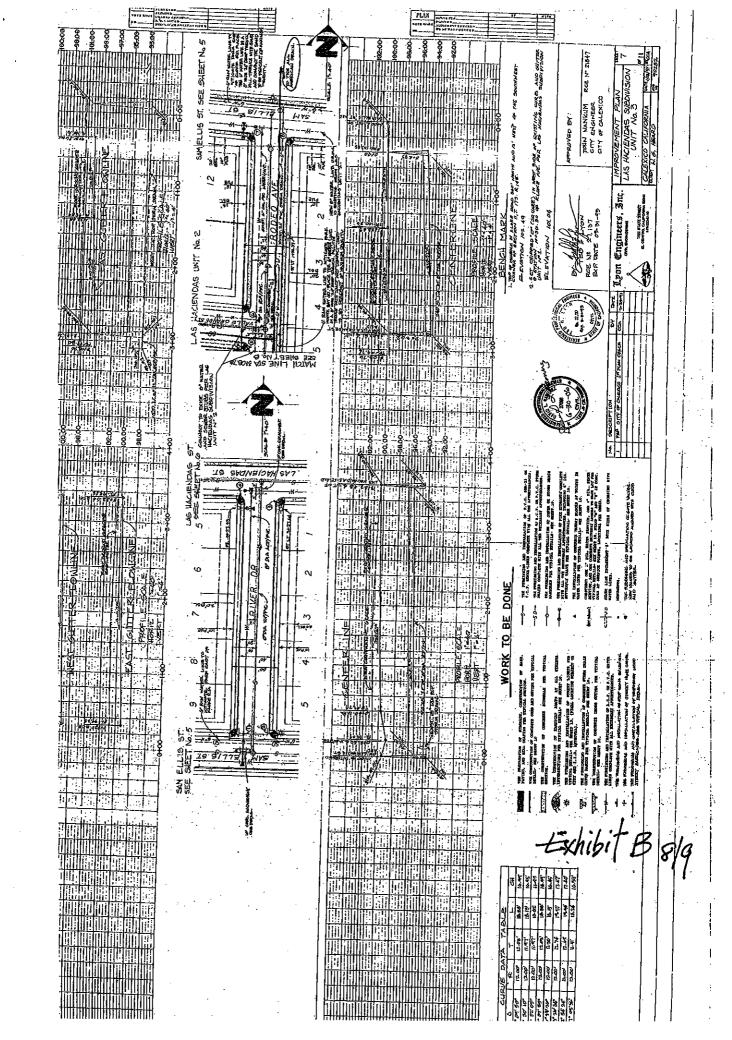
I T

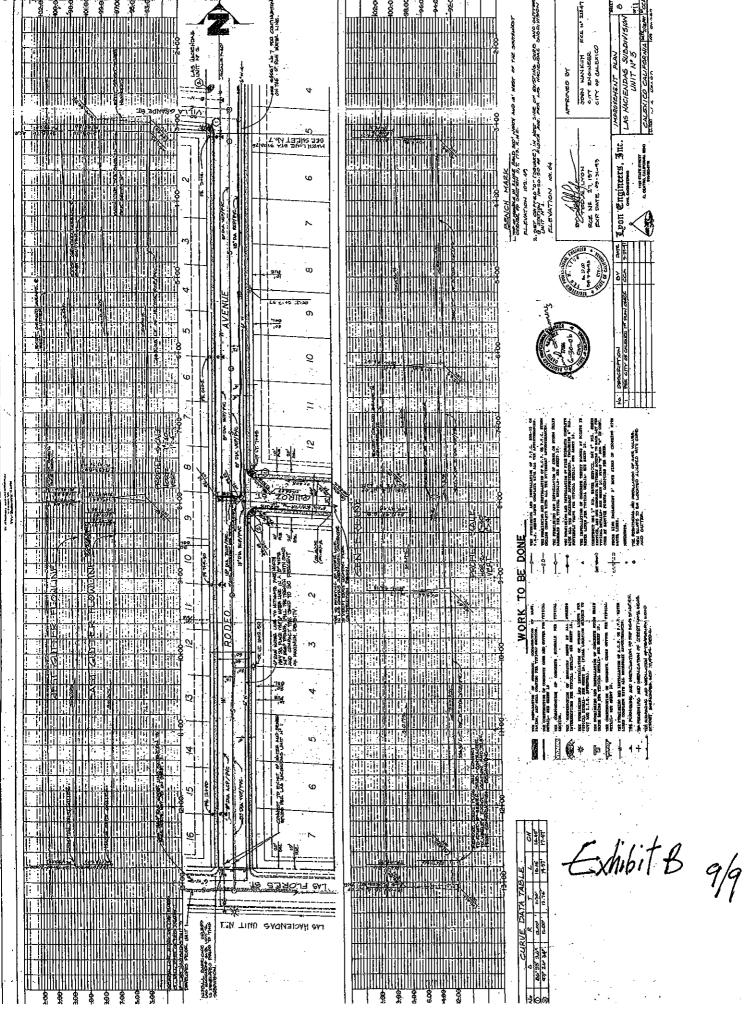












D	ล1	le.	•

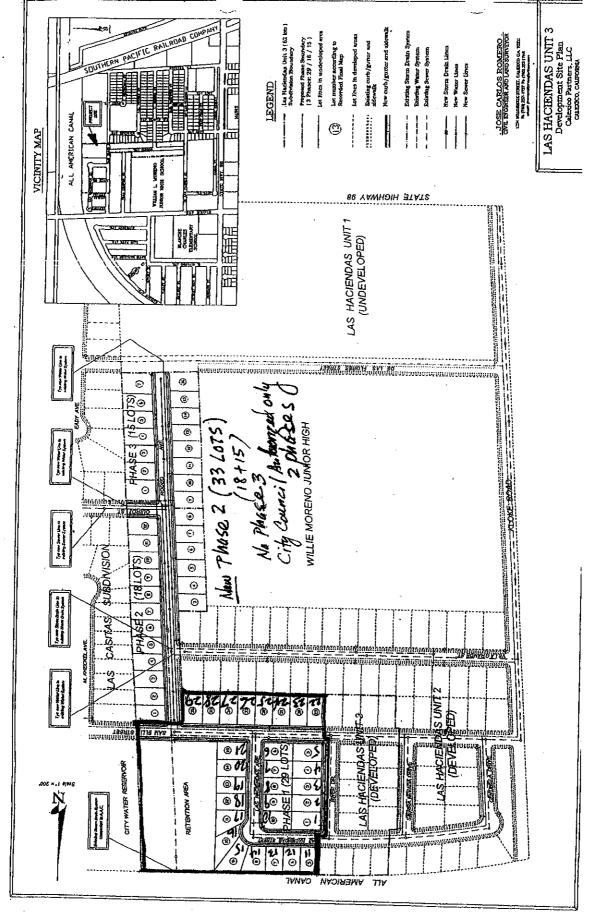
ATTACHMENT TO ILLEGIBLE ORIGINAL DOCUMENT WITH CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury that the foregoing is a true and correct copy as to form of the original to which it is attached.

CHICAGO TITLE

Ву:

El Centro, California

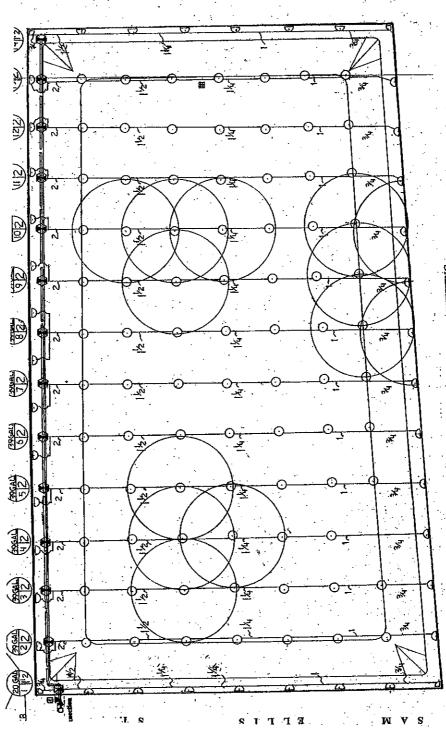


-.

-.

.

IRRIGATION PLAN



CALIFORNIA LICENSE

CASITAS SUBDIVISION- EXISTING

TRRIGATION

P.O.C. 2 inch line/866 feboo or equal becirflow RP

Main line - 2 inch sch 40 - size as noted on plan

Landscaping
Consulting
Designing
Installation

--- Steerest pre sch 40/ size as acted on plan

(X) 2 inch electric valve/ Irrinol 217-B model angle type

1% inch electric valve/ Initrel 216-B model sugie tyr

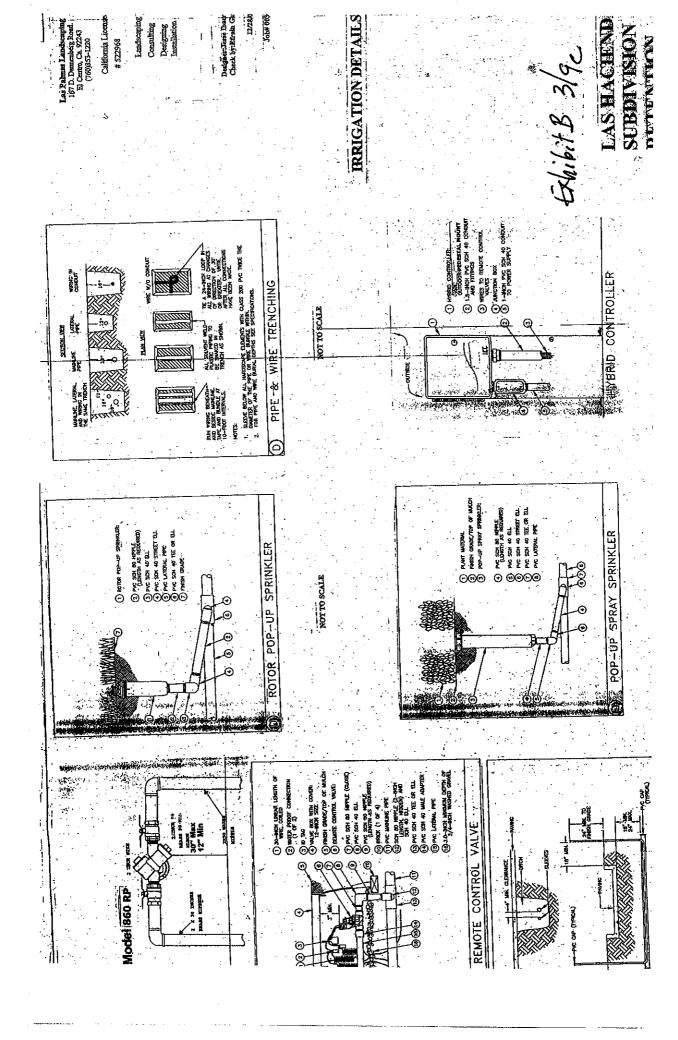
Hunter PGP ADJROTOR 25/35 ft. quart w/ noc.#6 - 2.4gpm

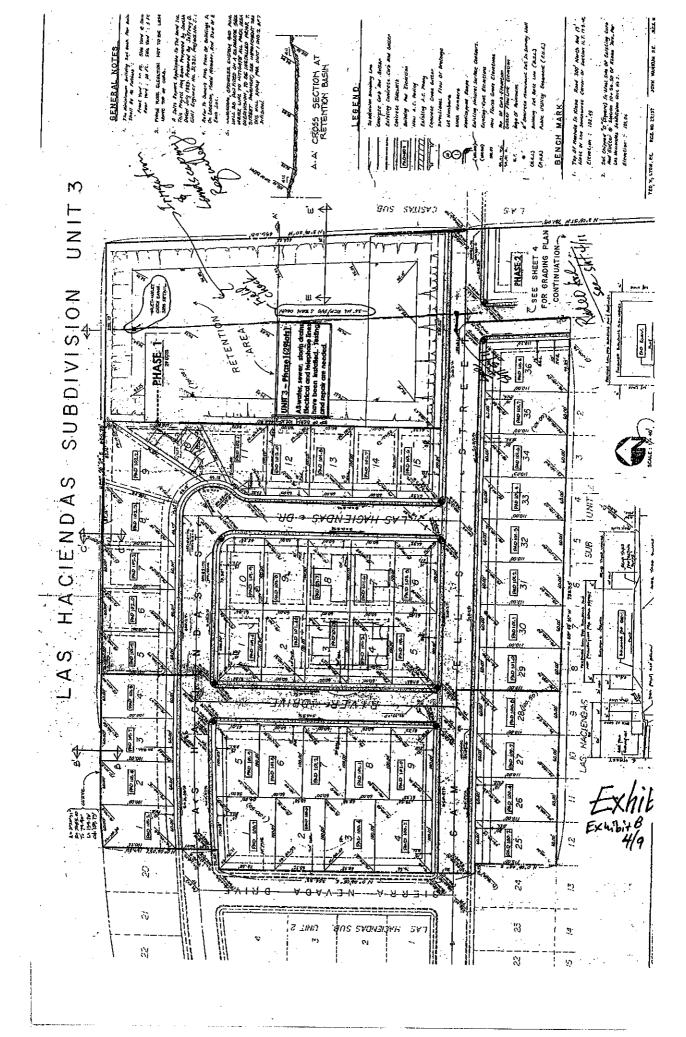
Lateral line PVC CL.200 - size noted on plan

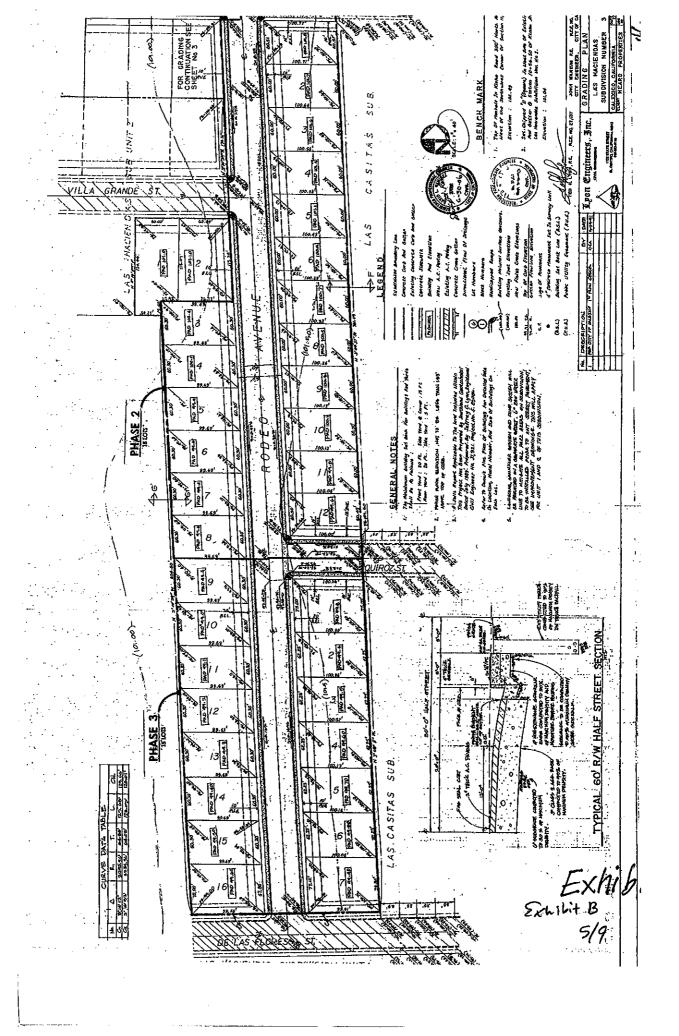
Buntar PGP ADLROTOR 25/35 ft half w/ not #6 = 2.4gpm

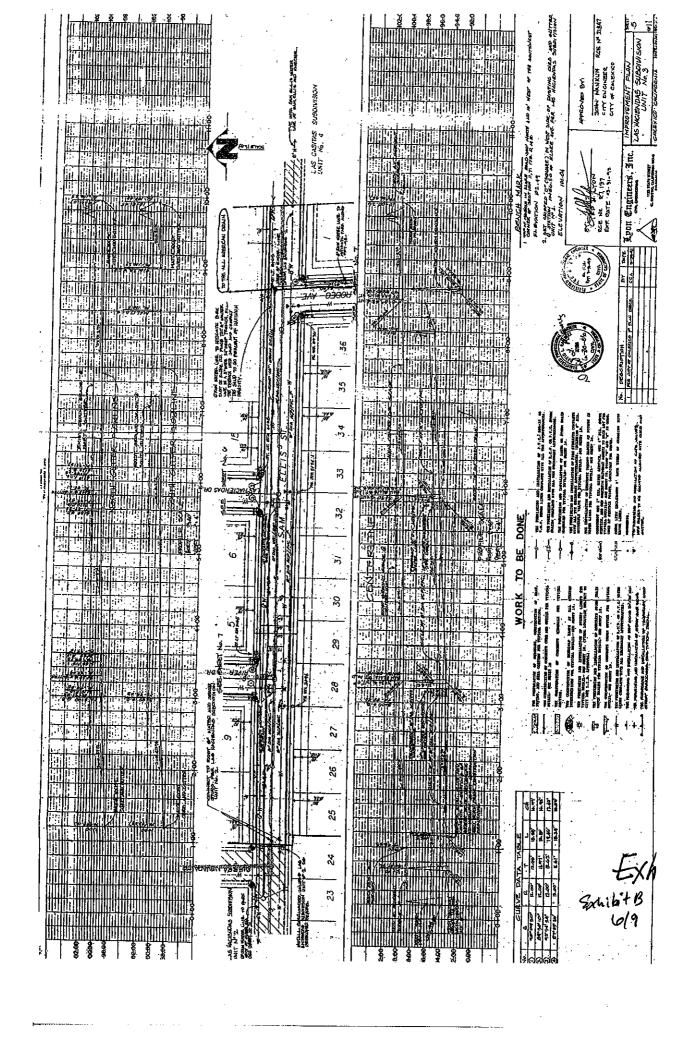
IRRIGATION NOTES E-2

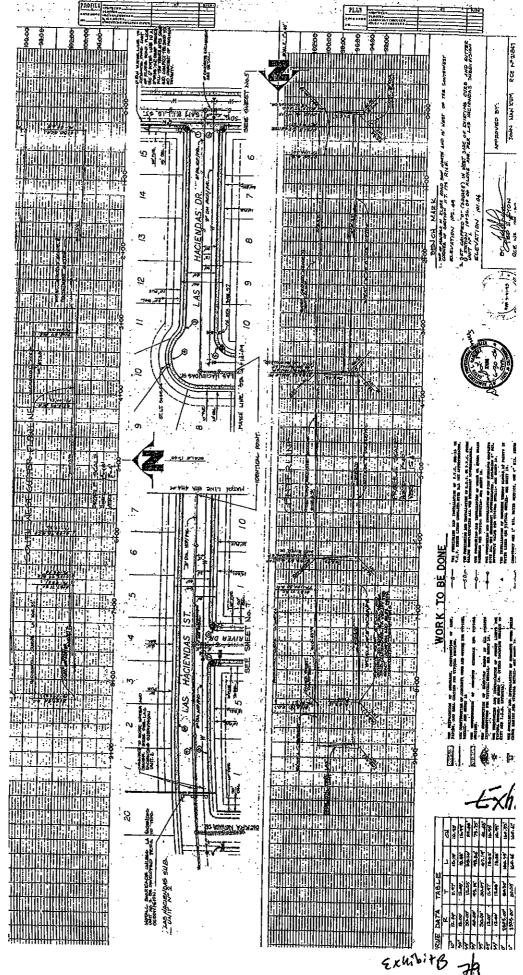
Exhibit B3/96
LAS HACIENDAS
SUBDIVISION
PETENTION











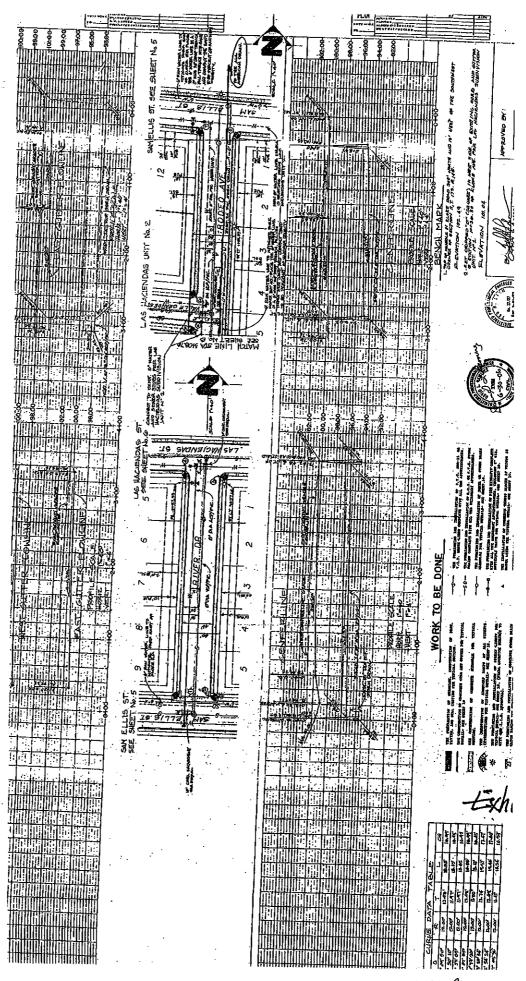
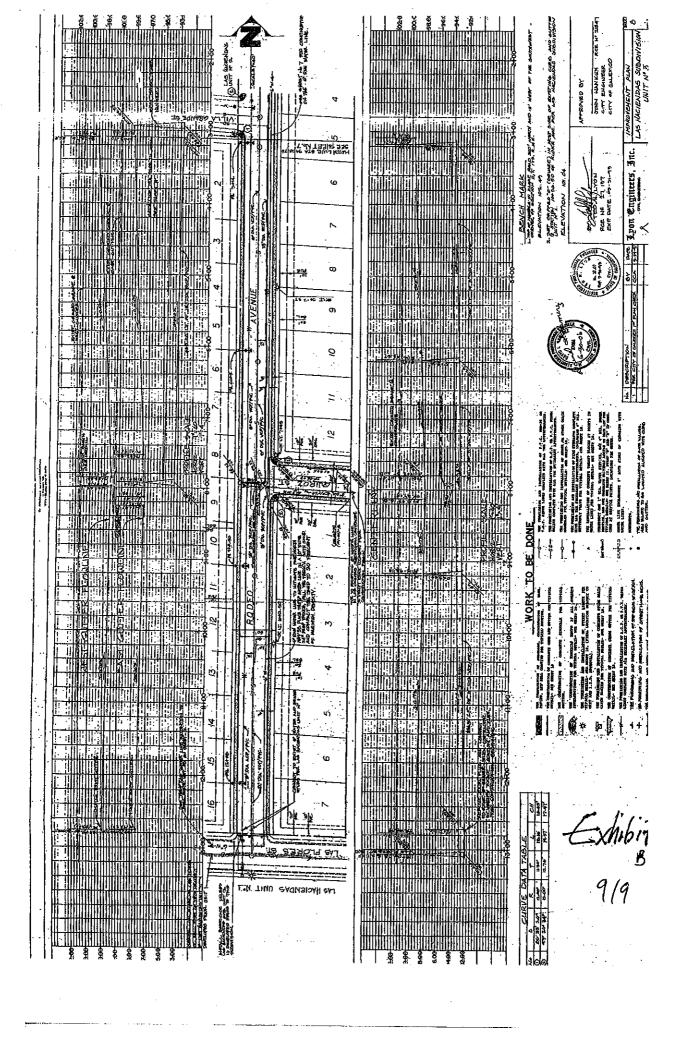


Exhibit B 8/9



3-20-92 LS 3-17-92 LS

> Attachme 5h 12-19-0.